

MR. BENNETT: The plaintiff contends that by the deeds of November, 1958, executed by Mrs. Cramer to her grandson, William Cramer, the joint tenancy was severed, and the joint tenancy being severed, and thereafter this property was sold by Mrs. Emma Cramer, one of the defendants, and the original or the other life tenant, from that time were as tenants in common. According to the memorandum furnished by the defendants' counsel, apparently the only contention is the effect of the reserved life estate in the farm property as conveyed originally in November by Mrs. Cramer. In that deed the farm was conveyed to Cramer and wife, but Mrs. Emma Cramer, one of the joint tenants, in fee simple, reserved unto herself a life estate. That type and form of deed is not unusual in this State. It has been sanctioned by our Courts.

THE COURT: You mean the type?

MR. BENNETT: Yes, the joint tenancy type of deed. Oh yes, that has been recognized under statute. But when a deed is given by one of the joint tenants to a stranger, I think it is the wording of the statute, (that would have been young Cramer - the first deed to the farm), that even though she reserves in it a life estate, yet it is a good deed and it would sever the joint tenancy. There are plenty of authorities on that, and that seems to be the only contention in the case. According to the answer of Mr. Bailey, as well as the answers to the Interrogatories which are now filed, the statute as adopted in Maryland made it possible to create an estate in favor of another to commence at the grantor's death. In such case, in short, in effect to give a reservation which it did not and could not have had at common law.